securities of a foreign insurance company doing business in this State cannot be garnished by a foreign creditor of the company. He holds such bonds or securities first for the people of Virginia designated by law and then for the company. When its liabilities to citizens of this State have been satisfied or terminated, the securities deposited must be delivered to the company. The fact that the company has made an assignment, or that a suit has been brought pursuant to section 1274 of the Code to enforce the rights of creditors, does not in any wise alter the rule. Nor can such garnishment be supported merely by uniting the obligors in the bonds deposited with the treasurer.

HENDERSON v. COMMONWEALTH.—Decided at Richmond, January 25, 1900.—*Harrison*, J:

1. BURGLARY—*Housebreaking—Possession of goods recently stolen—Presumption.* The presumption of burglary or housebreaking does not arise from the mere possession of goods recently theretofore stolen from a house that was broken and entered for that purpose. Such possession, however, is a most material circumstance to be considered in connection with other inculpatory circumstances.

2. HOUSEBREAKING—*Indictment—Ownership of house—Evidence.* Upon an indictment charging the prisoner with breaking and entering the storehouse of A and B, composing the firm of A B, proof of the breaking and entering the storehouse of A B is sufficient to sustain a verdict of guilty, without showing the names of the individuals who composed the firm, or other particulars as to the ownership of the storehouse.

3. CRIMINAL PROCEDURE—*Verdict—Certainty.* A verdict in a criminal case is always to be read in connection with the indictment, and if, upon such reading, the meaning of the verdict is certain, that is sufficient.

RIVERSIDE COTTON MILLS v. GREEN.—Decided at Richmond, February 1, 1900.—*Harrison*, J:

1. MASTER AND SERVANT—*Safe appliances—Ordinary care.* It is the duty of the master to use ordinary care—that is, such care as reasonable and prudent men use under like circumstances—in providing reasonably safe and suitable appliances and instrumentalities for the work to be done. He is not bound to use the newest and best appliances, nor is he an insurer of the safety of the servant. He is liable for the consequences, not of danger, but of negligence.

2. MASTER AND SERVANT—*Defective machinery—Obvious defects—Knowledge of servant.* A servant cannot recover of the master damages for an injury resulting from the use of defective machinery and appliances where the defect is open and obvious, well known to the servant, and he, with such knowledge, continues to use such machinery and appliances for a long period of time without notice to the master, or objection of any kind.

CHESAPEAKE & OHIO RAILWAY CO. v. JENNINGS.—Decided at Richmond, February 8, 1900.—*Cardwell*, J:

1. CONTRACT FOR SALE OF JAMES RIVER AND KANAWHA CANAL—*Act authorizing same—Subsequent tort by purchaser—Jurisdiction.* Sections 3 and 4 of the Act

approved February 27, 1879 (Acts 1878–9, p. 119), relating to the sale of the property of the James River & Kanawha Canal Company to the Richmond & Alleghany Railroad Company were intended to cover actions to enforce the contract authorized by said act for the transfer of the property of the former company to the latter brought by parties to the contract, or persons directly interested in its enforcement, and has no relation to torts thereafter inflicted by the purchaser of the property or its successors. There is nothing in said act to deprive local courts of jurisdiction over suits for such torts committed within their territorial limits.

2. BRIDGE—*Obligation to maintain—Case at bar.* The obligation to maintain and keep in repair the bridge mentioned in the declaration in this cause arises out of the interference by the James River & Kanawha Canal Company with the highway, and not as a condition on which the franchises were granted that company, and hence is a continuing obligation on the successors of that company so long as such interference continues.

3. BRIDGE IN HIGHWAY—*Private benefit—Obligation to maintain.* Where a bridge in a public highway is rendered necessary by the private use of the highway, and it is built for private benefit, no presumption of acceptance of it by the public to be maintained at public expense arises from its free and open use by the public.

4. NEGLIGENCE—*Fast riding over bridge.* Riding over a bridge faster than a walk, though unlawful, is not negligence *per se.* Whether or not the gait or speed was, in the particular case, negligence, and if so whether it contributed to the injury received on the bridge, are questions for the jury.

5. NEGLIGENCE—*Statutes against fast riding on bridge—Statutes for public safety.* The statute prohibiting persons from riding over a bridge faster than a walk was enacted for the preservation of bridges, and, on questions of negligence, stands on a different footing from the statutes enacted for the public safety.

6. NEGLIGENCE—*Violation of law—Effect on act.* It is not contributory negligence *per se* for the injured party at the time of the injury to be engaged in a violation of the law. Such violation does not put him out of the protection of the law, nor at the mercy of others. But if such violation contributed to his injury, he cannot recover therefor.

7. NEGLIGENCE—*Proximate cause.* Negligence, no matter of what it consists, cannot create a cause of action unless it is the proximate cause of the injury complained of. The two must concur.

PAINTER AND OTHERS v. ST. CLAIR AND OTHERS.—Decided at Richmond, February 8, 1900.—*Keith*, P:

1. APPEAL AND ERROR—*Roads—Injunction—Condemnation proceedings.*—Whether or not an act of Assembly authorizing the establishment of public roads, and which allows appeals to this court on questions of law only, is constitutional, does not arise on an appeal from a decree dissolving an injunction to proceedings under the act, as it is not an appeal from any judgment pronounced in condemnation proceedings under the act.